

2007/10/18/10:51:23 AM  
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NAMBE PUEBLO GAMING ENTERPRISE AND SANTA FE COUNTY FOR  
EMERGENCY RESPONSE SERVICES ON CERTAIN PUEBLO OF NAMBE TRIBAL  
LANDS, SPECIFICALLY 1997 TRUST LANDS (IDENTIFIED AS "TRACT 1")**

This Memorandum of Understanding (hereinafter referred to as "MOU" or "Agreement") is made this \_\_\_\_ day of January, 2007, by and between the Nambé Pueblo Gaming Enterprise Board (hereinafter referred to as "the Board"), a tribally-chartered entity of the Pueblo of Nambé, and Santa Fe County, New Mexico (hereinafter referred to as "the County"), a political subdivision of the State of New Mexico.

**WHEREAS**, the Pueblo of Nambé (hereinafter referred to as "the Pueblo") is a federally recognized self-governing sovereign Indian tribe, located within the boundaries of Santa Fe County, New Mexico;

**WHEREAS**, the County and the Pueblo, by Nambé Tribal Council Resolution #NP-2003-43, have been working cooperatively in anticipation of a MOU, wherein the County agrees to provide the Pueblo with certain defined emergency response services, including fire and emergency medical services and certain law enforcement services;

**WHEREAS**, the County is aware that the Pueblo is planning economic development projects, including but not limited to the development and operation of a casino and travel center, which will increase the likelihood of emergency situations and the need for emergency response to certain Pueblo lands, identified as "Tract 1" (hereinafter "Tract 1") in the plat included as Exhibit A;

**WHEREAS**, the Pueblo established the Board to, among other things, develop, construct, maintain, and operate a gaming facility on Nambé tribal Tract 1 lands;

**WHEREAS**, the Board has conducted an environmental assessment for the National Indian Gaming Commission ("NIGC"), which requires a formal agreement with the County for emergency response services to address public safety for gaming facility employees, patrons, and visitors;

**WHEREAS**, pursuant to NIGC's request, the Board and the County desire to enter into an agreement for certain emergency response services to be provided on Tract 1 lands by the County;

**WHEREAS**, the Northern Pueblos Agency Office of Justice Services within the Bureau of Indian Affairs ("BIA") is the lead agency for law enforcement emergency response services to all Nambe Pueblo lands, including Tract 1;

**WHEREAS**, the County Sheriff's Office, pursuant to a cross-commissioning agreement between the County and the BIA provides certain law enforcement assistance to the BIA for law enforcement services on tribal lands including Nambé Pueblo lands, when so requested by BIA;

**WHEREAS**, the cross-commissioning agreement between the BIA and the County will not be affected by any agreement relating to emergency response services between the Board and the County herein;

**WHEREAS**, the Board and the County desire to enter into an agreement for emergency response services, including all emergency services that are non-police related, to be provided on Tract 1 lands by the County; and

**WHEREAS**, the County and the Board, recognizing the sovereign rights of the County and the Pueblo, through the Board as an instrumentality of the Pueblo, and in a spirit of cooperation, have engaged in good faith negotiations and have mutually agreed to the terms set forward herein.

**NOW THEREFORE BE IT RESOLVED THAT** the signatories to this Memorandum of Understanding mutually agree as follows:

**I. DEFINITIONS.**

A. “Automatic Aid” refers to assistance by the County Fire Department for the response of personnel and equipment, which will be dispatched automatically through the 911 system, to Tract 1 without a formal request,

B. “Request for Aid” refers to assistance by the County Fire Department pursuant to a request from any designated Board representative or any federal or tribal emergency service provider to a tribally-owned facility and/or business located on Tract 1.

**II. TERMS AND CONDITIONS.**

A. This MOU establishes terms for providing certain emergency response services by the County to the Board on Nambe Pueblo Tract 1 Lands, within Santa Fe County boundaries.

B. This MOU establishes procedures that will govern the working relationships between the Board and the County to manage certain emergency situations on Tract 1.

C. Nothing in this Agreement shall be construed as either an expansion or a limitation of the respective jurisdictional authority of any signatory to this MOU to investigate and/or prosecute criminal and civil violations. The parties agree that all applicable County, State, Tribal and Federal law regarding jurisdictional matters remain unchanged by this MOU.

D. This MOU recognizes the importance of continued cooperation between the Pueblo and the County and their respective agencies involved in protecting the safety, health, and welfare of humans for the overall improvement of community safety, within the overlapping jurisdictions of the County and the Pueblo.

E. The Board designates the Director of Security for the casino and the Casino General Manager as the respective representatives and contact persons for the Board for the purposes of providing notices required hereunder and for routine communication concerning the emergency services or this MOU.

F. The County designates the Chief of the Santa Fe County Fire Department as the representative and contact person for the County for the purposes of providing services and notices required hereunder and for routine communication concerning the emergency services or this MOU.

F. Subject to the availability of personnel and equipment, the County Fire Department will render Automatic Aid and Request for Aid to Tract 1 lands in accordance with this MOU.

### III. SCOPE.

A. The County and the Board do hereby waive against each other all claims or compensation for any loss, damage, personal injury, or death occurring in consequences of the performance of this Agreement.

B. Any service performed in accordance with this Agreement by any officer, employee (volunteer or career), of the County Fire Department constitutes service rendered in the line of duty in office, employment, or volunteer service.

C. Automatic Aid. Automatic Aid responses for fire, personnel, equipment, and emergency medical service shall follow the then-current policies and procedures of the County Fire Department. Response shall be provided as programmed by the County's dispatch center and approved by the County.

D. Request for Aid. A request for aid may be verbal or in writing. If the request is verbal, it shall be confirmed in writing within thirty (30) days of the date on which the request was made.

E. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

1. A Request for Aid hereunder shall include identification of the amount and type of equipment, personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched, subject to the availability of personnel and equipment, as reasonably determined by a representative of the County Fire Department.
2. The County Fire Department shall report to the Board's designated representative in charge at the location to which the equipment and personnel are dispatched and shall include such official in a unified command and control system implemented to mitigate the emergency.

3. In recognition of the County Fire Department's responsibility to assure emergency response services, including equipment and personnel furnished pursuant to this Agreement, the Board agrees to exercise reasonable care in protecting the County Fire Department's equipment, personnel, and personal equipment.
4. The County responders shall be released by the Board Representatives when the County's emergency response services are needed within its own district.
5. Notwithstanding any provision to the contrary herein, the officer in charge of the County Fire Department may withdraw at any time he/she deems circumstances to be such that his/her personnel and/or equipment are being subjected to unnecessary risks.

F. The liability of the County shall be subject in all cases to common law principles of sovereign immunity, and the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.*, and any amendments thereto.

G. This Agreement applies to Tract 1 lands only and in no way affects other Nambe tribal lands or any formal or informal agreements between or relating to the County and the Pueblo for fire protection, emergency medical services and primary or secondary law enforcement services.

#### IV. COMPENSATION.

A. Fire and Emergency Medical Services. The County Fire Department shall be entitled to reimbursement or compensation for all or any part of the costs incurred by the County in furnishing either Automatic Aid or Request for Aid in fire and emergency medical services under this Agreement. Services will be compensated according to prevailing County rates, based upon type of service and/or equipment rendered. (See Exhibit B, County rates in effect as of December 2006.)

B. Invoices for Services. The County shall provide the Board, within thirty (30) days of providing emergency services to Tract 1 lands, a written invoice to include at a minimum, the type of service and/or equipment rendered with an accounting of costs of such services to be reimbursed and/or compensated to the County. A copy of the invoice shall be provided to the Casino General Manager and the County Treasurer and shall serve as a written confirmation of the services and/or equipment rendered. Payment shall be due to the County Treasurer within thirty (30) days after receipt of invoice.

#### V. MISCELLANEOUS.

A. Terms and Termination. This MOU shall have a term of one (1) year, but shall automatically renew for subsequent one-year terms indefinitely unless terminated sooner upon thirty (30) days written notice to the other party.

B. Dispute Resolution. In the event that a dispute arises between the County and the Board over the interpretation of and performance under this MOU, the parties shall make every effort to timely resolve the dispute upon receipt of written notice of the disputed matter. If the dispute is not resolved within ninety (90) days of the written notice, either party may submit the dispute to a professional mediator. The mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association. Each party shall pay for their own attorney's fees or mediation costs incurred. Nothing in this MOU can or does, or shall be deemed or interpreted to waive the sovereign immunity of the Pueblo, the Board or the County, or to confer jurisdiction on the State of New Mexico over Nambe Pueblo Tract I lands.

C. Amendment. The parties may amend the Agreement from time to time, but any amendment shall be in writing, executed by all parties.

D. Effective Date. This MOU becomes effective upon the signing by all parties below.

### NAMBE PUEBLO GAMING ENTERPRISE

Brenda G. McKenna  
Chairman

Date: 30 Jan 2007

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

MEMORANDUM OF UNDERSTANDING  
PAGES: 7

I Hereby Certify That This Instrument Was Filed for Record On The 31ST Day Of January, A.O., 2007 at 14:18 And Was Only Recorded as Instrument # 1469126 Of The Records Of Santa Fe County

Deputy

Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM

### SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Virginia Vigil  
Chairman

Date: 1/30/07

Deputy



ATTEST:

Valerie Espinoza,  
Santa Fe County Clerk

Date: 1/30/07



APPROVED AS TO FORM:

Stephen C. Ross,  
Santa Fe County Attorney

Date: 1-19-2007

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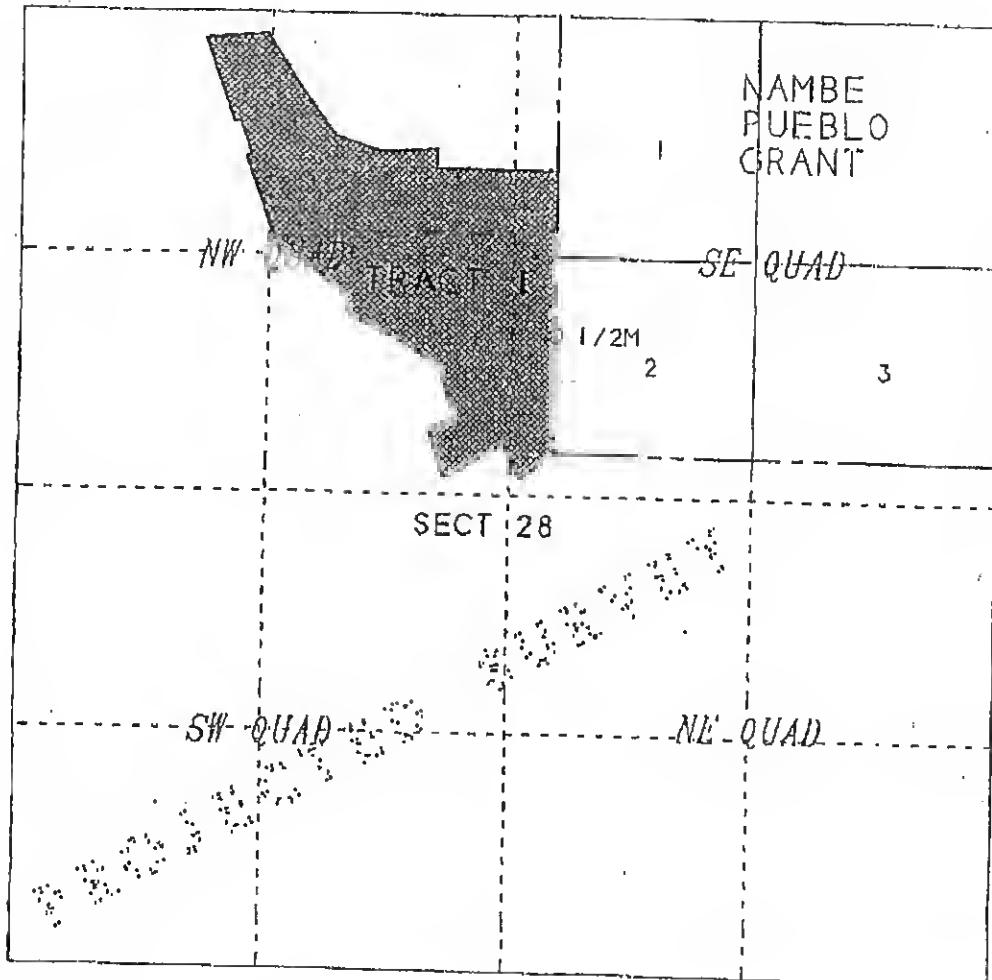
Plotted by R  
 Date : 9/19/97

DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 Albuquerque Area Office  
 Land Titles & Records Office

## TITLE STATUS PLAT.

Surveyed  Projected Sect. Doc No. 708-NEWLAND  
 (Unsurveyed)

Sec. 28 Tsp. 19N Rng 9E



46-100-802

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Exhibit  
A

## Exhibit B

### SANTA FE COUNTY FIRE DEPARTMENT FIRE AND MEDICAL APPARATUS RATES December 2006

Apparatus Type	Staffed Work Rate(hr)	Daily Minimum Guarantee*3
Engine*1 Type 1	\$200.00	\$1200.00
Tanker*1 Tender Type 2	\$90.00	\$600.00
Brush*1 Type 6	\$140.00	\$720.00
Ambulance*1 (EMS Transport)	\$90.00	\$720.00
Ladder*2	\$150.00	\$1200.00
Rescue*2	\$90.00	\$720.00
Command*2	\$80.00	\$640.00

\*1- New Mexico Resource Mobilization Plan Rates

\*2- Santa Fe County Fire Department Rates

\*3- Minimum Daily Rates based on eight hours times the un-staffed work rate. Only applies when equipment is in service.

\*4- With 2 or 4 EMT's. Salary will be billed separately.



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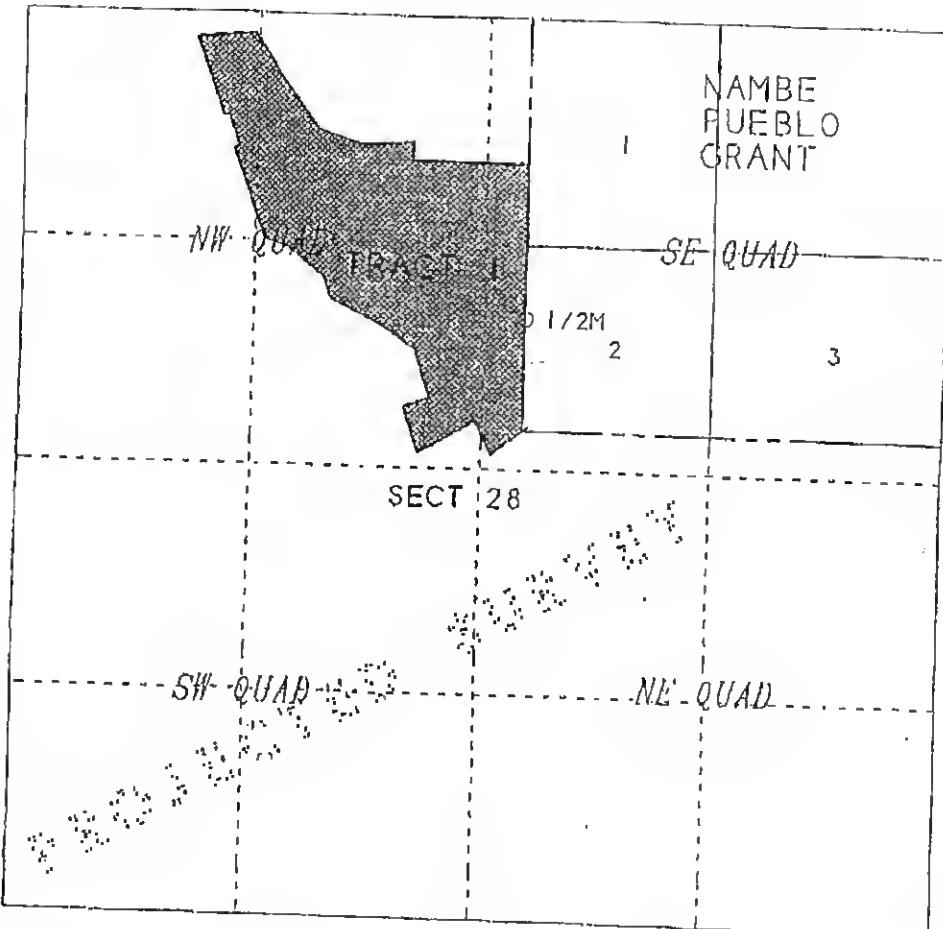
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 (Unsurveyed)

Sec. 28 Tsp. 19N Rng 9E



708-001-97

TRACT TRIBAL

ACREAGE 48.29COUNTY SANTA FELAND REMARKS: M&B IN N/2

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